

# **QUANTITY PURCHASE AGREEMENT**

## **Between the State of Indiana**

## **And Voting Technologies International**

This Quantity Purchase Agreement (“Agreement”) is made by and between the Indiana Election Division and Indiana Secretary of State through the Indiana Department of Administration (“Department”) for the benefit of all counties in the State of Indiana (political subdivisions) and Voting Technologies International, LLC (“VTI”).

### **RECITALS**

WHEREAS, Indiana statute establishes an Election Administration Assistance Fund (“EAAF”) pursuant to IC 3-11-6.5 from which counties may seek reimbursement for the purchase, lease-purchase or lease of voting systems;

WHEREAS, the Department may award quantity purchase agreements to vendors to establish the maximum price at which voting systems will be offered for sale and sold to counties;

WHEREAS, the Department entered into contract negotiations with VTI as a special procurement after requesting and evaluating a proposal from VTI;

NOW, THEREFORE, for the mutual promises contained herein, the parties agree:

### **AGREEMENT**

#### **1. TERM**

The term of this Agreement shall be 12 months beginning on June 15, 2004 and ending on June 15, 2005 (the “Term”) unless otherwise terminated or renewed as provided in this Agreement.

#### **2. PRICES**

Vendor shall provide to a county or to counties the voting system identified in the Agreement, including any of the products and services associated with the respondent’s voting system identified in the Agreement, at a price no more than the price stated herein under a separate agreement with a county or counties. If Vendor provides for the payment of installments over time, the terms for payment may not provide for the payment of interest on the installments during a period of time beginning with the execution of Vendor’s contract with county or counties and ending when the county receives, or all the counties in a multi-county agreement receive, a final reimbursement payment from the EAAF. The purpose of this provision is to prevent the payment of interest by a county due to a delay in reimbursement to a county or counties from the EAAF.

### 3. PRODUCT DESCRIPTION AND PRICING TABLES

#### **PRODUCT DESCRIPTIONS**

VTI shall provide the following described voting system products and services to Indiana counties at a price no more than the price stated below:

**Introduction:** Voting Technologies International (“VTI”) offers a Touch-screen Direct Record Electronic DRE (“DRE”) voting system Voting Technologies International that has been certified for use in elections by the State of Indiana. This system is known as Computer Off the Shelf (“COTS”) (Computer Off The Shelf). This COTS is supported by a proprietary software package known as VōTware. However, COTS utilizes standard computer components rather than custom electronics and resulting hardware.

**General Terms and Conditions:** The items listed in the pricing table are subject to the following terms and conditions-

- **Freight:** **Not Included**
- **Existing Equipment Disposal Allowance Up to \$20.00 / Unit**  
Based on the type of voting equipment being replaced, VTI will assist the county by providing an allowance toward the disposal of that equipment by contributing up to \$20.00 per existing voting booth. The amount will be deducted from the contract price.
- **Upgrades & Programming:** Software upgrades on the VTI voting systems are NO CHARGE for the first two (2) years and there is no programming required. We have provided cost(s) in our pricing table (Section 2.4, #4) for “Ballot Building” services should a county not want to do this themselves.
- **Leasing Program:** VTI uses computer off the shelf equipment that retains residual value which allows us to offer leasing options to those counties that might opt for this alternative.
- **Warranty:** VTI provides a standard 5-year software / 2-year hardware warranty.

#### **Specific Product and Service Descriptions:**

This Agreement will be deemed to include more recent versions of any firmware or software product identified herein provided that the firmware or software receives Commission approval and is offered at a price no more than the price stated herein, and after the Indiana Election Division and Indiana Secretary of State file their written approval of this addition to this Agreement with the Department.

The product and service descriptions relate directly to the corresponding line items provided in the pricing table shown below:

## **A. PRECINCT HARDWARE**

### **Standard Voting Station (line 1):**

Voting Technologies utilizes a standard marketplace voting booth available to accommodate a variety of voting location conditions. The voting booths are made of durable impact resistant plastic, weigh approximately 27 lbs., and collapse into a self-contained suitcase with handle to accommodate transportation and storage. Included with the booth is a 15" touch screen monitor with connect cable, a laminated voter instruction card, privacy side panels, and aluminum legs.

The VTI voting stations are touch screen monitors that have no memory devices. They do not have software installed on them since the EPU handles all of those activities.

### **Disability Voting Station (line 2-3):**

For voters who are disabled, Voting Technologies provides a Disability Voting Station (DVS) which is compliant with the current HAVA requirements and ADA requirements regarding accessibility for this type of voting. To accommodate visually impaired voters the voting system provides a keypad and headset that allows voters to navigate through the voting process. The headset has volume controls up to 95 dB in loudness. The keypad has an up/down/select button. The keypad is designed to coordinate the arrows (which indicate up and down) with the vocal instruction verbiage. Those with slight visual impairments may utilize will a large font and screen size and the monitor also has contrast and brightness adjustments if necessary.

Since the normal voting station focuses on visual interaction, no additional functionality is required to facilitate voting for individuals with hearing impairments.

A specially designed lowered voting booth can be used to accommodate voters who may be wheelchair bound. Those who have physical impairments may use the standard touch screen, use a specially designed wand, or use the audio ballot.

The DVS can also be used by able-bodied voters when not in use by disabled voters.

The Voting Technologies DVS unit can also be purchased individually for those counties who may need this unit for compliance with the HAVA requirement but currently have another voting system.

### **Election Processing Unit (EPU) (line 4):**

The voting system's internal operating system software is contained in the Election Processing Unit (EPU). Each voting location would typically require only one EPU that can accommodate up to 7 voting stations connected to it.

Our Tabulation Server, Precinct Printer, Poll Worker Monitor, Universal Power Supply (UPS) and Precinct Kit are contained within the EPU storage/transport case. These industrial cases are designed to be durable and are equipped with handles and

wheels to assist with transporting. Fully equipped these units weigh approximately 59 lbs.

**B. ELECTION MANAGEMENT SOFTWARE (EMS) / LICENSES (line 5 - 6):**

**(Ballot Builder - Tally Tool – Absentee Tool – Audit Tool – Provisional Tool)**

In conjunction with the voting software, VTI provides an administrative software package. This software allows the county to conduct their election independent of the voting equipment supplier. License Fees are an initial charge and would only recur if a county decided to upgrade its system to a more recent certified version. All supporting applications have a common Windows® interface containing scroll bars, buttons and menus.

**The Ballot Builder is used to:**

- Create ballots for candidate contests and ballot questions. Multiple language, disability and provisional ballot software is also included in a standard software package.
- Permits the user to view a PDF of each ballot as it will look to the voter on election day.
- Generates Compact Discs (CDs) containing the electronic ballot.

**The Tally Tool is used to:**

- Read the Ballot CDs that contain election summary files from each EPU and copy the contents to the PC-resident repository.
- Tabulate the election summary files from each EPU into a consolidated report.

**The Absentee Tool is used to:**

- Add “mail in” absentee votes to the general election total electronically.

**The Audit Tool is used to:**

- Verify each ballot by viewing an exact copy of any ballot cast. The VTI CVS captures an image of exactly what the voter saw at the time he or she touched the “Cast Ballot” button. There is one image captured for every vote cast. If there are 1000 votes cast on this machine, there will be 1000 tallies and 1000 images taken. These ballots can be printed for recounts and audits when necessary.

**The Provisional Tool is used to:**

- Provide an electronic means to have Provisional Votes that were cast in an election to be included with the total tally once they have been validated by the election office.

**C. ELECTION TRAINING (line 7 -8):  
(Technical – Administrative - Poll Worker – Warehouse Training)**

VTI offers training to for all county election personnel. The training is designed to facilitate operation of the system without continuous external support. The cost for training is determined on an hourly basis, and the amount required will vary depending on the size of the county. The training process includes a series of courses, hands-on operation, and extensive personnel shadowing that provides the skills necessary to execute the required processes and procedures

**IT Staff**

If the County has an IT Staff, VTI offers to provide training for the IT staff to operate the system with minimal outside support.. The training course for this area of expertise includes the following subject matter.

- Retrieving Archived Election & Summary Data Files
- Software Architecture
- Software & Hardware security protocols and procedures
- Troubleshooting
- Equipment maintenance
- Election Day equipment set up

VTI also offers to provide these services for the county based upon an hourly rate as needed. The hourly rate is included in the pricing schedule.

**Election Officials, Administrative & Operations Staff**

VTI also offers training for election officials, administrative and operations staff. This training is designed to provide an in depth understanding of the entire voting system including the equipment, and the administrative tools. This instruction incorporates both classroom and hands-on training processes covering the following subjects.

- Utilizing the Election Management Software (EMS) package.
  - Building Ballots
  - Tallying Software
  - Processing Provisional and Absentee Votes
  - Election night Reporting
  - Performing Audits
  - Performing Recounts
- Pre-Election and Election Day readiness
  - In-Person Absentee (Early) Voting
  - Mail-In Absentee Voting
  - Equipment Set-up
  - Provisional Voting
  - Voting with Disabilities
  - Troubleshooting

### **Poll Workers**

Poll Worker Training includes classroom instruction combined with hands-on equipment use in simulated election-day conditions. Includes review of Precinct Kit contents.

- How to Set up Equipment
  - Voting booths layout
  - Understanding Voter Instruction Cards & Posters
  - Installing ink cartridges and paper into the precinct printer
  - Loading Ballots
    - Test Mode for L & A Verification
    - Clearing Counters and Printing Zero's Report
- How to Open the Polls
  - Using Passwords & Understanding the Administrative Screens
- How to Run an Election
  - Creating Voter Security Cards / Processing Voters
  - Provisional Balloting
  - Disabled Voting
  - Dealing with Power Outages
  - Troubleshooting
- How to Close the Polls
  - Printing Final Reports
  - Archiving the Election
  - Transporting Results to Central Location

### **Warehouse Staff**

Warehouse staff training is designed to review basic storage and transportation requirements involved with the equipment.

- Environmental storage conditions
- Equipment maintenance
- Battery recharging requirements
- Equipment delivery - set up - storage

### **D. ELECTION SUPPORT SERVICES (line 9 -21):**

**(Election Day – Site Surveys – Voter Ed – Custom Programming – Ballots)**

#### **Election Day Service**

VTI provides trained personnel to assist and support Poll Workers on election day. In addition Voting Technologies operates a toll free hotline for technical and troubleshooting requirements.

#### **Site Surveys**

Should a County require this service VTI will survey each polling location and provide drawings and recommendations for equipment set up and voter traffic flow.

**Voter Education**

VTI provides a number of tools that can be used to inform and educate voters about the new system they are about to use. Among the most important instructional support tools are demonstration equipment, a videotape, an interactive demonstration that can be incorporated onto the County website and a polling location instructional poster.

Included in each of our contracts for new voting systems VTI includes demonstration equipment for use in conducting voter outreach presentations. This allows voters to practice hands on voting and establish a comfort level before actually voting in an election.

The videotape can be made available to community groups or neighborhood organizations. It will include an overview of how the new voting system works, a demonstration of how to vote with the system and a clear explanation of how to get help if confusion arises.

Through the inter-net, voters can also access an interactive voting demonstration. This simulation of the touch screen voting experience can be done through the use of their mouse, all in the comfort of the voters home.

Posters located at the polling sites will include step-by-step instructions on how to cast a ballot on the touch screen monitors.

**Custom Programming**

While our voting system software is complete and comprehensive there may be instances that require coordination or importing of data bases, generation of special reports etc. If custom programming is necessitated, VTI will provide an estimate for this service.

**Ballot Building Service**

Although it is VTI's intention to allow each county to become independent to conduct their elections, there may be situations that would require us as a supplier to develop ballots. When necessary we provide this service based on the particular ballot characteristics.

## **PRICING TABLE FOR EQUIPMENT AND SERVICES**

<b>Quantity Purchase Agreement Pricing</b> <b>Voting Technologies International</b> <b>757 North Broadway • Milwaukee, Wisconsin 53202</b> <b>Phone: (888) 989-8683      Fax: (414) 431-0180</b>				
<b>L I N E</b>	<b>Description</b>	<b>U O M</b>	<b>Base Price</b>	<b>3 Yr. Lease</b>
1	Standard Voting Station W/15" touch screen monitor and booth	EA	\$1,767.00	\$1,877.00
2	Disability Voting Station (DVS) (purchased with full system)	EA	\$2,433.00	\$2,584.00
3	Disability Voting Station (DVS) (purchased with out full system)	EA	\$5,792.00	\$6,152.00
4	Election Processing Unit (EPU) (includes: tabulation server, poll workers screen, printer, UPS, precinct kit, storage case)	EA	\$4,775.00	\$5,072.00
5	Election Management Software (EMS) (includes: Tally Tool, Absentee Tool, Audit Tool, Provisional Tool)	EA	\$20,000.00	\$21,250.00
6	Software License Fee / Voting Station	EA	\$100.00	\$106.00
7	Election Officials Training	HR	\$100.00	\$100.00
8	Poll Worker Training	HR	\$100.00	\$100.00
9	Election Day Support / Person	HR	\$100.00	\$100.00
10	Site Surveys	HR	\$100.00	\$100.00
11	Voter Training Video	EA	\$50.00	\$50.00
12	Custom Programming	HR	\$175.00	\$175.00
13	Technical Support	HR	\$150.00	\$150.00
14	Equipment Maintenance / Voting Station (after Warranty)	EA	\$40.00	\$40.00
15	Ballot Building Service	HR	\$175.00	\$175.00
16	Ballot Building Fee Per Precinct	EA	\$8.00	\$8.00
17	Ballot Building Fee Per Precinct Split	EA	\$15.00	\$15.00
18	Ballot Building Fee Per Office	EA	\$15.00	\$15.00
19	Ballot Building Fee Per Ballot Style	EA	\$15.00	\$15.00
20	Ballot CD Prep Fee	EA	\$15.00	\$15.00
21	Ballot Changes After Approval	EA	\$90.00	\$90.00



#### **4. ADDITIONAL TERMS AND AGREEMENTS**

##### **Product Compliance with Indiana Statute and Notice of Decertification or Judgment**

Voting system equipment provided by VTI under a contract with a county or counties pursuant to this quantity purchase agreement must be certified by the Indiana Election Commission for use in Indiana elections pursuant to IC 3, and shall be as described in the response to request for proposals of VTI which is incorporated by reference and made a part hereof.

In addition, any contract between VTI and a county or counties pursuant to this quantity purchase agreement voting system must describe the voting system with particularity, including a description of the firmware and software versions of the voting system. Further, prior to the execution of a contract with a county or counties pursuant to this quantity purchase agreement, a voting system vendor shall be required to submit an affidavit, under oath, attesting to the fact that the voting system identified in the proposed contract has been certified by the Indiana Election Commission for use in Indiana elections pursuant to IC 3. The affidavit must include a copy of the proposed contract with the county.

Furthermore, any contract between VTI and a county or counties pursuant to this quantity purchase agreement must provide that VTI shall provide written notice to the county or counties and to the Indiana election division within seven days of the occurrence of either of the two events:

1. A voting system marketed or sold, or formerly marketed or sold by VTI has been decertified in any jurisdiction in the United States. The notice shall identify the voting system subject to the decertification, the jurisdiction that decertified the voting system, the reason for the decertification, and the date of decertification.
2. VTI has a judgment entered against it for violating a contractual obligation owed to a customer involving its products or services. The notice shall identify the name, address and phone number of the customer and include a copy of the judgment.

##### **County Contracts**

All counties who purchase products listed herein from Vendor shall assume all payment obligations, and any and all other contractual obligations, to Vendor under separate agreement between Vendor and the county. The Department assumes no obligation to pay for any of the product(s) purchased by any county pursuant to this Agreement or otherwise. Vendor shall have no interest, claim or cause of action under this Agreement in its own right, or as a third-party beneficiary under a contract with a county, against the State of Indiana or any of its departments, divisions, subdivisions, officials, representatives or employees, for payment of any funds from the EAAF established under IC 3-11-6.5 or from any other state fund.

Nothing in this Agreement shall preclude a county from entering into a multi-county purchasing agreement with another county, or other counties, to purchase voting equipment from Vendor, or from financing. Furthermore, nothing in this Agreement shall preclude a county or counties from financing a purchase from Vendor through the Indiana Bond Bank.

### **Necessary Approvals**

This Agreement is subject to the approval of the signatories hereto, the appropriation and availability of funds, and compliance with Indiana Law.

### **Assignment**

VTI shall not assign or subcontract the whole or any part of this Agreement without the Department's prior written consent.

### **Successors and Assignees**

VTI binds its successors, executors, administrators, and assignees to all covenants of this Agreement. Except as above set forth, VTI shall not assign, sublet or transfer interest in this Agreement without the prior written consent of the Department.

### **Authority to Bind**

The signatory to this Agreement for VTI represents that he/she has been duly authorized to execute contracts on behalf of VTI designated above and has obtained all necessary or applicable approval from the home office of VTI to make this Agreement fully binding upon VTI when his/ her signature is affixed and is not subject to home office acceptance when accepted by the Department and executed by the signatories to this Agreement.

### **Compliance with Laws**

VTI agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment of any state or federal statute or the promulgation of regulations thereunder after execution of this Agreement shall be reviewed by the Department and VTI to determine whether the provisions of this Agreement require formal modification. No modifications to this Agreement shall be valid unless made in writing and signed by duly authorized representatives of both the Department and VTI.

## **Conflict of Interest**

A. As used in this section:

“Immediate family” means the spouse and the unemancipated children of an individual.

“Interested party” means:

1. The individual executing this Agreement;
2. An individual who has an interest of three percent (3%) or more of VTI, or
3. Any member of the immediate family of an individual specified under subdivision 1 or 2.

“Department” means the Indiana Department of Administration.

“Commission” means the State Ethics Commission.

B. The Department may cancel this Agreement without recourse by VTI if any interested party is an employee of the State of Indiana.

C. The Department will not exercise its right of cancellation under section B above if VTI gives the Department an opinion by the Commission indicating that the existence of this Agreement and the employment by the State of Indiana of the interested party does not violate any statute or code relating to ethical conduct of state employees. The Department may take action, including cancellation of this Agreement consistent with an opinion of the Commission obtained under this section.

D. VTI has an affirmative obligation under this Agreement to disclose to the Department when an interested party is or becomes an employee of the State of Indiana. The obligation under this section extends only to those facts that VTI knows or reasonably could know.

## **Debarment and Suspension**

VTI certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Agreement by any federal agency or department, agency or political subdivision of the State of Indiana. The term “principal” for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of VTI.

### **Disputes**

Should any disputes arise between the parties to this Agreement with respect to this Agreement, VTI and the Department agree to act immediately to resolve any disputes. Time is of the essence in the resolution of disputes.

This dispute resolution applies to the terms of this Agreement, including the pricing of the products and services indicated herein, and does apply to any dispute that may arise out of a contract between VTI and a county and does not limit any remedy a county may have under any contract with VTI.

VTI agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all its responsibilities under this Agreement that are not affected by the dispute. If the Department and VTI cannot resolve a dispute within ten (10) working days following notification in writing by either party of the existence of a dispute then the following procedure shall apply:

The parties agree to resolve such matters through submission of their dispute to the Commissioner of the Indiana Department of Administration. The Commissioner shall reduce a decision to writing and mail or otherwise furnish a copy thereof to VTI and the State within ten (10) working days after presentation of such dispute for action. The Commissioner's decision shall be final and binding unless either party mails or otherwise furnishes to the Commissioner, within ten (10) working days after receipt of the Commissioner's decision, a written appeal. Within ten (10) working days of receipt by the Commissioner of a written request for appeal, the decision may be reconsidered. Upon the issuance of a reconsideration, or if no reconsideration is provided within ten (10) working days, the parties may mutually agree to submit the dispute to arbitration. After completion of arbitration, or if the parties do not agree to arbitration, the dispute may be submitted to an Indiana court of competent jurisdiction.

### **Drug-Free Workplace Certification**

VTI hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. VTI will give written notice to the Department within ten (10) days after receiving actual notice that VTI or an employee of VTI has been convicted of a criminal drug violation occurring in VTI's workplace.

False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this and/or debarment of contracting opportunities with the State of Indiana for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total contract amount set forth in this Agreement is in excess of \$25,000.00, VTI hereby further agrees that this Agreement is expressly subject to the terms, conditions, and representations of the following certification:

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. Pursuant to its delegated authority, the Indiana Department of Administration is requiring the inclusion of this certification in all contracts with and grants from the State of Indiana in excess of \$25,000.00. No award of a contract shall be made, and no contract, purchase order or agreement, the total amount of which exceeds

\$25,000.00, shall be valid, unless and until this certification has been fully executed by VTI and made a part of the contract or agreement as part of the contract documents.

VTI certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in VTI's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- B. Establishing a drug-free awareness program to inform employees of (1) the dangers of drug abuse in the workplace; (2) VTI's policy of maintaining a Drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment the employee will (1) abide by the terms of the statement; and (2) notify VTI of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- D. Notifying in writing the State within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a Drug-free workplace through the implementation of subparagraphs (A) through (E) above.

### **Governing Laws**

This Agreement shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana.

### **Independent Contractor Status**

Both parties hereto, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint venturers or associates of one another. The employees or agents of one party shall not be deemed or construed to be the

employees or agents of the other party for any purposes whatsoever. Neither party will assume liability for any injury (including death) to any persons, or damage to any property arising out of the acts or omissions of the agents, employees or subcontractors of the other party.

VTI shall be responsible for providing all necessary unemployment and workers' compensation insurance for VTI's employees.

### **Funding**

VTI shall have no interest, claim or cause of action under this Agreement in its own right, or as a third-party beneficiary under a contract with a county, against the State of Indiana or any of its departments, divisions, subdivisions, officials, representatives or employees, for payment of any funds from the EAAF established under IC 3-11-6.5 or any other state fund. The EAAF established under IC 3-11-6.5 is established to reimburse a county pursuant to the statutory provisions outlined in IC 3-11-6.5 and any other applicable statutory and administrative procedure authorized by law.

### **Nondiscrimination**

Pursuant to IC 22-9-1-10 and the Civil Rights Act of 1964, VTI and its subcontractor shall not discriminate against any employee or applicant for employment in the performance of this Agreement. VTI shall not discriminate with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this Agreement also signifies compliance with applicable Federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

VTI understands that the State is a recipient of federal funds. Pursuant to that understanding, VTI and its subcontractor if any, agree that if VTI employs fifty (50) or more employees and does at least \$50,000.00 worth of business with the State and is not exempt, VTI will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. VTI shall comply with Section 202 or Executive Order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference. Breach of this covenant may be regarded as a material breach of contract.

### **Notice to Parties**

Whenever any notice, statement or other communication shall be sent to the State or VTI, it shall be sent to the following addresses, unless otherwise specifically advised.

A. Notices to the State shall be sent to:

J. Bradley King and Kristi Robertson  
Co-Directors, Indiana Election Division  
Indiana Government Center South  
302 West Washington Street, E 204  
Indianapolis, Indiana 46204  
Ph. 317.232.3939/Fax: 317.233.6793

Indiana Secretary of State Todd Rokita  
201 Statehouse  
Indianapolis, IN 46204  
317.232.6531

B. Notices to VTI shall be sent to:

Anthony Boldin  
CEO  
Voting Technologies International  
757 N. Broadway Street, Suite 400 • Milwaukee, WI 53202  
888-989-VOTE; Fax (414) 270-9507

### **Order of Precedence**

Any inconsistency or ambiguity in this Agreement shall be resolved by giving precedence in the following order: (a) This Agreement, (b) State RFP-4-14; and (c) VTI's Response to State RFP-4-14.

### **Payments**

All counties who purchase products listed herein from VTI shall assume all payment obligations, and any and all other contractual obligations, to VTI under separate agreement between VTI and the county. The Department assumes no obligation to pay for any of the product(s) purchased by any county pursuant to this Agreement or otherwise.

### **Penalties/Interest/Attorney's Fees**

The Department will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1 et seq., IC 34-54-8-5, and IC 34-13-1-6.

## **Renewal Option**

This Agreement may be renewed under the same terms and conditions subject to the written approval of VTI as well as the written approval of the Commissioner of the Department of Administration and the State Budget Director in compliance with IC 5-22-17-4. The term of the renewed contract may not be longer than the term of the original contract. Any subsequent renewal to this Agreement may include an increase in the prices quoted in this Agreement in an amount not to exceed 5%.

## **Taxes**

The Department, as a Department of the State of Indiana, is exempt from state, federal, and local taxes and the Department shall provide proof of such exemption to VTI upon request. The Department will not be responsible for any taxes levied on VTI as a result of this Agreement.

## **Termination for Default**

With the provision of thirty (30) days notice to VTI, the State may terminate this Agreement in whole or in part, if VTI **fails to** correct or cure any breach of this Agreement. The remedy contained in this clause shall be in addition to any other remedy specified in this Agreement or otherwise provided by law.

Nothing contained in this clause shall be construed to limit the rights and remedies of a county under a contract with VTI.

## **Non-Collusion and Acceptance**

The undersigned attests, subject to the penalties for perjury, that he/she is the contracting party, or that he/she is the representative, agent, member or officer of the contracting party, that he/she has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him/her, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face of the Agreement.

**The rest of this page has been left blank intentionally.**



**In Witness Whereof**, VTI and the State of Indiana have, through duly authorized representatives, entered into this Agreement. The parties having read and understand the foregoing terms of this Agreement do by their respective signatures dated below hereby agree to the terms thereof.

**VTI:**

(Where Applicable)

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Attested By: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Indiana Election Division:**

**Indiana Secretary of State**

By: \_\_\_\_\_  
Printed Name: J Bradley King  
Title: Co-Director, Indiana Election Division  
Date: \_\_\_\_\_

\_\_\_\_\_  
Printed Name: Todd Rokita  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Printed Name: Kristi Robertson  
Title: Co-Director, Indiana Election Division  
Date: \_\_\_\_\_

**Information Technology Oversight  
Commission**

**Department of Administration**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Chuck Martindale  
Commissioner  
Date: \_\_\_\_\_

**State Budget Agency**

**Office of the Attorney General**

\_\_\_\_\_  
Marilyn Schultz  
Director  
Date: \_\_\_\_\_

\_\_\_\_\_  
Stephen Carter  
Attorney General  
Date: \_\_\_\_\_